

- ☒ mutually agreeable installation timeline for such COBRA Ports. Once the parties have cooperatively developed a deployment plan, WorldCom shall have ten (10) business days to send Vendor a firm and binding order in writing ("Firm Order") for the identified COBRA Ports.
- b. ☒ With respect to those COBRA Ports that are to be utilized on the DAN, the parties agree to implement an average NAS utilization rate across Vendor's entire deployment of 95% or greater (calculated on a NAS-by-NAS basis as the ratio of active and ordered COBRA Ports for such NAS against the total number of usable modem ports on such NAS). By way of example only, if a T1+DC TNT is being used in a FAS configuration, the total number of usable modem ports is 460 modem ports. Accordingly, on an average basis, such TNT should have at least 437 active and ordered COBRA ports. In the event that the parties elect to deploy an alternative NAS configuration in connection with the DAN, the parties agree to negotiate in good faith to determine the applicable minimum COBRA Port order quantity for such alternative NAS configuration.
- c. ☒ Once Vendor receives WorldCom's Firm Order, any cancellation by WorldCom of the COBRA Ports identified in such Firm Order shall be subject to any applicable order cancellation charges as set forth in Subpart K(5) below, unless otherwise provided by the Agreement or this Schedule.

3. FPN.

- a. ☒ To add any COBRA Ports that will support the FPN, WorldCom shall provide Vendor with a request for information ("RFI") in writing identifying (i) the number of COBRA Ports being considered for deployment by WorldCom; and (ii) the geographic location (for a new rotary) or the Vendor CO (for the expansion of an existing rotary) for such identified COBRA Ports.
- b. ☒ Vendor shall have seven (7) days from receipt of the RFI to advise WorldCom in writing whether (i) Vendor agrees to provision such identified COBRA Ports within the SLA installation time frame set forth in Subpart G(3) below; (ii) Vendor agrees to provision such identified COBRA Ports within an alternative, reasonable time frame that is greater than the SLA installation time frame set forth in Subpart G(3) below; or (iii) Vendor does not agree to provision such identified COBRA Ports.
- c. ☒ In the event that Vendor responds affirmatively to the RFI (i.e., provides a response pursuant to Subparts C(3)(b)(i)-(ii) above), WorldCom shall have seven (7) days from receipt of Vendor's written response to send Vendor a firm and binding order in writing ("Firm Order") for the identified COBRA Ports. Once Vendor receives WorldCom's Firm Order, any cancellation by WorldCom of the COBRA Ports identified in such Firm Order shall be subject to any applicable order cancellation charges as set forth in Subpart K(5) below, unless otherwise provided by the Agreement or this Schedule. If WorldCom does not send Vendor a Firm Order within seven (7) days from receipt of Vendor's written response pursuant to Subpart C(3)(b) above, WorldCom's RFI and Vendor's response thereto shall be deemed to have expired.
- d. ☒ With respect to those COBRA Ports that are to be utilized on the FPN, the parties agree to use commercially reasonable efforts to maximize the average NAS utilization rate across Vendor's entire deployment (calculated on a NAS-by-NAS basis as the ratio of active and ordered COBRA Ports for such NAS against the total number of usable modem ports on such NAS). The parties acknowledge that the locations and quantities of COBRA Ports for the FPN is determined by WorldCom's client, and that the management of the FPN NAS utilization rate may require the interim deployment of partially-filled NAS equipment. WorldCom agrees that any Firm Orders for new service locations on the FPN would include a minimum of 192 COBRA Ports.

D. Service Pricing.

1. ☒ The Monthly Fees for each port category for a given calendar month shall be in accordance with the following table:

Port Type	Monthly Fee per Port
DAN COBRA Ports	\$24.00

ANS Ports	rate specified in ANS Port Schedule
ANS COBRA Ports (following conversion)	\$24.00
ANS Virtual COBRA Ports (following conversion) (no Buy-Down Fee)	\$22.00
ANS Virtual COBRA Ports (following conversion) (with Buy-Down Fee as per Subpart L(1)(c))	\$17.50

2. Except where otherwise expressly provided in this Schedule (e.g., Subpart I(2) below), no non-recurring charges shall apply with respect to the COBRA Services. To the extent that any applicable tariff includes non-recurring charges, Vendor agrees that such non-recurring charges already have been factored into the Monthly Fees for the COBRA Services as set forth in Subpart D(1) above.
3. The prices set forth herein for the COBRA Services include any applicable NAS egress port fees, but exclude any egress circuit, customer premise equipment, and enhanced service charges. In the event that WorldCom elects (in its sole discretion) not to obtain an egress circuit from Vendor, Vendor agrees to fully cooperate with WorldCom and any third-party provider selected by WorldCom to connect Vendor's NAS or wide area network equipment to the WorldCom Network via an egress circuit provisioned by such third-party provider to Vendor's central office or wide area network interconnection location. Vendor shall be compensated by WorldCom for any work associated with such third-party provider egress circuit interconnection to the extent that Vendor is compensated by third parties at similar rates for similar work.
4. The Monthly Fees set forth in Subpart D(1) above include all applicable fees and surcharges (other than fees and surcharges that are imposed by the Federal Communications Commission or other government agency on the COBRA service subsequent to the Schedule Effective Date). Neither Vendor nor WorldCom are aware of any pending or proposed fees or surcharges that would apply to the COBRA Service.
5. Prospectively from the Schedule Effective Date, the Monthly Fees set forth in Subpart D(1) above do not include applicable taxes; provided that the following procedures shall apply.
- If any federal, state or local government tax excluding any tax levied on property or income (an "Applicable Tax") is required or permitted by applicable law, ordinance or tariff to be collected from WorldCom by Vendor, then (i) Vendor will bill, as a separately stated item, WorldCom for such Applicable Tax, (ii) WorldCom will timely remit such Applicable Tax to Vendor, and (iii) Vendor will remit such collected Applicable Tax to the applicable governmental authority as required by law. Vendor will also promptly review any new tax if requested by WorldCom, and will cooperatively seek relief, if appropriate. If, as specified in more detail below, WorldCom submits to Vendor an exemption certificate or other appropriate documentation, then Vendor shall not bill WorldCom for such Applicable Tax.
 - If Vendor does not collect an Applicable Tax because WorldCom asserts that it is not responsible for the Applicable Tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong then, as between Vendor and WorldCom, WorldCom will be liable for such uncollected Applicable Tax and any interest due and/or penalty assessed on the uncollected Applicable Tax by the applicable taxing authority or governmental entity.
 - If either Party is audited by a taxing authority or other governmental entity the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
 - If applicable law does exclude or exempt a purchase of services under this arrangement from an Applicable Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if WorldCom complies with such procedure, Vendor will not bill or collect such Applicable Tax during the effective period of the exemption.

e. If applicable law does not exclude or exempt a purchase of services under this Agreement from an Applicable Tax, and does not also provide an exemption procedure, then Vendor will not bill or collect such Applicable Tax if WorldCom (i) furnishes Vendor with a letter signed by an officer of WorldCom claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies Vendor with an indemnification agreement, reasonably acceptable to Vendor, which holds Vendor harmless on an after-tax basis with respect to forbearing to collect such Applicable Tax.

f. With respect to any Applicable Tax or Applicable Tax controversy, WorldCom will be entitled to contest, pursuant to applicable law, and at its own expense, any Applicable Tax that it is ultimately obligated to pay. WorldCom will be entitled to the benefit of any refund or recovery resulting from such a contest.

E. Service Acceptance Procedures. WorldCom's acceptance of new, moved, or migrated COBRA Ports at a given location shall be made immediately following the successful completion of service acceptance tests conducted jointly by the parties. At a minimum, such service acceptance tests shall include the login and RADIUS authentication to the WorldCom Network via the COBRA Ports being tested. A given COBRA Port shall be deemed to be active upon WorldCom's acceptance of such COBRA Port pursuant to this Subpart E. The acceptance procedure shall be as follows:

1. After WorldCom's receipt of written notice (including via email) indicating that a given new COBRA Port is ready for service, WorldCom shall have up to forty-five (45) days to obtain all necessary egress capacity and to complete all end-to-end testing of such new COBRA Port. Unless WorldCom notifies Vendor of any service deficiencies with the new COBRA Port during this forty-five (45) day period, such new COBRA Port shall be deemed active and Vendor will begin billing WorldCom for the new COBRA Port upon the earlier of: (A) WorldCom's notice to Vendor of service acceptance of the new COBRA Port; or (B) the expiration of the applicable forty-five (45) day period.

2. If WorldCom notifies Vendor of any service deficiencies with a new COBRA Port during the forty-five (45) day period specified in Subpart E(1) above, the parties shall cooperatively troubleshoot the new COBRA Port in an expeditious manner until it is operational and accepted by WorldCom. If the parties mutually determine that the source of the service deficiency is within the control of Vendor (including any contractor other than WorldCom), then service activation and billing for such COBRA Port shall be suspended until the service deficiency has been corrected and WorldCom notifies Vendor that the new COBRA Port has been accepted. If the parties mutually determine that the source of the service deficiency is within the control of WorldCom (including any contractor other than Vendor), then service activation and billing for such COBRA Port shall begin as of the later of: (A) ten (10) days after the date of such mutual determination; or (B) the expiration of the original forty-five (45) day period specified in Subpart E(1) above; provided, however, that if WorldCom notifies Vendor that the new COBRA Port has been accepted, then service activation and billing for the new COBRA Port will begin upon WorldCom's acceptance.

F. Service Billing Procedures. Vendor shall bill WorldCom monthly, based upon the applicable Monthly Fees specified in Subpart D(1) above, for each COBRA Port that is subject to WorldCom's First or Second Commitment or that is otherwise billable during the applicable monthly billing period. Vendor shall pro-rate (calculated on a daily basis) any COBRA Port that is activated, terminated, or expires during the middle of such monthly billing period. Vendor's monthly invoice for COBRA Services shall be submitted to WorldCom in accordance with the provisions of the Agreement.

G. Service Level Agreements ("SLA").

1. Service Availability. Service outage credits may be claimed by WorldCom when any COBRA Port is interrupted or does not meet performance standards for any period lasting two (2) or more consecutive hours after WorldCom's network operations center ("NOC") notifies Vendor's NOC that a potential service outage exists. No credit shall be available if the interruption is caused by (i) the failure of WorldCom to properly operate the NAS equipment as set forth in Subpart A(6) above; (ii) the negligence or willful misconduct of WorldCom; or (iii) an event of Force Majeure as provided in the Agreement. The amount of the credit shall be equal to three (3) times the applicable Monthly Fee specified in Subpart D(1) above for each affected COBRA Port, pro-rated for the period during which a confirmed outage has occurred, including the initial one (1) hour. Outages shall be confirmed by a Vendor employee authorized to make

such determinations and will be calculated in ½-hour increments, or major fraction thereof, of the interruption.

2. Service Failure Response Times. Vendor will provide hardware support and maintenance, and deployment of resources necessary to fix/replace hardware failures (once WorldCom has contacted Vendor and requested assistance). Should an alarm occur, WorldCom will be responsible for contacting Vendor's NOC. WorldCom is responsible for determining the source/cause of the problem and resolving the problem. WorldCom may or may not choose to take action on an alarm. If the alarm involves a hardware failure, WorldCom will contact Vendor's NOC, provide specific information on the location and type of activity to occur (example: replace module XXX in device YYY located at ZZZ location). Vendor's NOC then will deploy the appropriate resources to address the hardware problem, and Vendor shall diligently respond to and repair such failure of the COBRA Services, including without limitation the NAS equipment, based upon the grade of the failure, in accordance with the tables set forth below.

Grade	Severity / Problem Level	Mean Time to Respond	Mean Time to Repair
5	Critical outage (entire hub down; dial rotary isolation; reseller link down; >10% of normal dial traffic disrupted; non-redundant device failure). <i>Examples:</i> PRI outage between the telephone switch and the NAS equipment; >30% of modems at any one CO are not responding; single point of failure piece of hardware outputting major alarms.	15 minutes	2 hours
4	Major outage (multiple users/nodes effected; <10% of dial traffic disrupted; severe service degradation). <i>Example:</i> <30% of modems at any one CO are not responding.	1 hour	4 hours
3	Minor outage (single user outage; capacity degradation; redundant device down; management access outage). <i>Examples:</i> No response from maintenance ports on a NAS server; single point of failure piece of hardware outputting minor alarms	2 hours	Next business day
2	Important event (condition being monitored; resolved awaiting parts). <i>Examples:</i> Non-service affecting problem on a NAS server; request for call back on non-service affecting issues.	4 hours	Second business day
1	Informational event (requests for documentation).	Next business day	Second business day

3. Installation Objective. Vendor shall install all new COBRA Ports within forty-five (45) days after receipt of a Firm Order from WorldCom (unless the parties agree upon an alternative installation timeline during the Service Order process specified in Subparts C(2)-(3) above). Vendor immediately shall provide written notice to WorldCom in the event that Vendor determines after beginning the COBRA Port installation process that Vendor will not be able to meet this installation objective (or such alternative installation timeline agreed upon by the parties during the Service Order process specified in Subparts C(2)-(3) above). Upon receipt of such notice from Vendor, WorldCom may cancel the ordered COBRA Ports without liability for any termination charges.
4. PRI Service Objective. Except where such facilities are unavailable within a reasonable time frame to meet WorldCom's deployment plans, Vendor shall deploy the COBRA Services via PRI ISDN facilities.
5. Operations Reviews & Chronic Failures. Each calendar quarter the parties shall conduct an operations review at which time Vendor shall present analyses of its performance against the foregoing SLA provisions. Vendor shall identify the total number of all Grade 5 and Grade 4 failures in a given month ("Total Monthly Failures"), as well as the total number of times that Vendor did not meet a Grade 5 or Grade 4 response or repair time during such month ("R/R Failures"). If the number of R/R Failures exceeds ten-percent (10%) of the number of Total Monthly Failures, both parties agree to: (a) within seven (7) days after the operations review, meet to determine the nature and source of such performance deficiencies and to develop mutually agreeable remedies and timelines to improve performance; and (b) escalate the identified deficiencies to Vendor's senior management for enhanced performance oversight. In the event that Vendor's R/R Failures affect more than 5,000 active COBRA Ports during two (2) successive calendar quarters after the beginning of the seventh (7th) month following the Schedule Effective Date, WorldCom may terminate the affected COBRA Ports without liability for any termination

charges. Any COBRA Ports cancelled by WorldCom pursuant to the foregoing provision shall reduce by an equal amount the First and Second Commitments specified in Subpart I(1) below.

6. Escalation Matrix. Vendor agrees to provide WorldCom with an operations and senior management escalation matrix, and to update and maintain such matrix on a current basis for the Service Term of this Schedule. Such matrix shall include email addresses and telephone access numbers for operations and senior management points of contact who are available and authorized to address and resolve Vendor performance issues on a 24x7x365 basis.

- H. Service Performance Reports. The below-listed information (which may be amended from time to time by written agreement of the parties) shall be recorded by Vendor for use by WorldCom in tracking maintenance and other Vendor performance issues. Vendor shall furnish to WorldCom a copy of the trouble log for the PRI Services at the quarterly operations review. Vendor shall maintain one entry per trouble ticket opened:

- WorldCom Ticket #
- Vendor Ticket #
- Vendor Opened Date & Time
- Name and telephone # of the person initiating the trouble report
- Name and telephone # of the person receiving the trouble report
- Nature of the reported trouble
- Diagnosis of trouble; reason for outage (circuit, equipment, other, or no RFO)
- Name and telephone # of the person reporting trouble clearance
- Name and telephone # of the person receiving trouble clearance
- Vendor Restored Date & Time
- Total Time to Repair
- Total Time of Outage
- Vendor Closed Date & Time

- I. Minimum Purchase Commitments.

1. Minimum Port Commitment.

- a. From July 1, 2001 through December 31, 2004, WorldCom agrees to pay for a minimum of 300,000 COBRA Ports each month ("First Commitment"). The following port categories are included in the satisfaction of this commitment: active DAN COBRA Ports, DAN COBRA Ports pending activation or egress, DAN COBRA Ports that are "on hold" or "banked", unconverted ANS Ports (ports provided through a UAS architecture under the ANS Port Schedule), ANS Ports that have been converted to COBRA or Virtual COBRA, and ports that are in the process of being moved.
- b. From January 1, 2005 through August 31, 2007, WorldCom agrees to pay for a minimum of 150,000 COBRA Ports each month ("Second Commitment"). The following port categories are included in the satisfaction of this commitment: active DAN COBRA Ports, DAN COBRA Ports pending activation or egress, DAN COBRA Ports that are "on hold" or "banked", unconverted ANS Ports (ports provided through a UAS architecture under the ANS Port Schedule), ANS Ports that have been converted to COBRA or Virtual COBRA, and ports that are in the process of being moved.
- c. Beginning on January 1, 2005, WorldCom may deactivate any COBRA Ports and/or ANS Ports in excess of the Second Commitment without application of any termination liability or other charges. WorldCom will give Qwest thirty (30) days advance written notice of any such deactivations, e.g., WorldCom may provide notice of deactivations on December 1, 2004 for ports to be deactivated on January 1, 2005. WorldCom shall designate in writing which COBRA Ports shall be deactivated and a commercially reasonable timeline (not to exceed six (6) months) within which to implement such deactivations. The rates set forth herein shall apply to any active COBRA Ports during such transition period. In the event that WorldCom desires to continue COBRA Ports in excess of the Second Commitment after such six (6) month transition period expires, the parties shall negotiate in good faith a new pricing schedule for such excess ports.

- d. Beginning on September 1, 2007, WorldCom may deactivate any or all COBRA Ports and/or ANS Ports. WorldCom will give Qwest thirty (30) days advance written notice of any such deactivations, e.g., WorldCom may provide notice of deactivations on August 1, 2007, for ports to be deactivated on September 1, 2007. WorldCom shall designate in writing which COBRA Ports shall be deactivated and a commercially reasonable timeline (not to exceed six (6) months) within which to implement such deactivations. The rates set forth herein shall apply to any active COBRA Ports during such transition period. In the event that WorldCom desires to continue COBRA Ports after such six (6) month transition period expires, the parties shall negotiate in good faith a new pricing schedule for such ports.
2. For any COBRA Port located in a rotary that has been active for at least six (6) months, WorldCom may have Vendor move such COBRA Port to another Available Vendor CO for a reasonable time and materials charge related to such move (set forth in Exhibit 5). Each COBRA Port moved pursuant to this Subpart I(2) shall continue to count towards WorldCom's satisfaction of any applicable Minimum Port Commitment set forth in Subpart 1 above.
3. In the event that Vendor ceases to offer COBRA Service (including without limitation ANS Ports) through transfer of ownership of the Qwest CO to a non-Qwest entity, Vendor shall request the new-owner to continue to provide service equivalent to the COBRA Service (including without limitation Back-hauled UAS service) at such CO, and shall, if the new owner agrees to continue the service, use commercially reasonable efforts to facilitate a smooth transition of the COBRA Service to the new provider. Notwithstanding the foregoing, with respect to any existing COBRA Ports deployed in such Vendor COs ("Sold Ports"), WorldCom shall have the right (and reasonable opportunity following written notice from Vendor) to terminate such Sold Ports prior to their transfer to the new provider without the application of any early termination fees or other charges. Before exercising its right to terminate, WorldCom will discuss its legitimate business and/or technical reasons for doing so with Vendor, provided that this sentence shall impose no obligation or restriction on WorldCom's exercise of its right to terminate, which it may do at its sole discretion for any reason or no reason. In addition, and regardless of whether WorldCom terminates such Sold Ports, the First and Second Commitments set forth above shall be reduced by the number of such Sold Ports.
4. If WorldCom elects to convert ANS Ports to ANS COBRA, then Vendor agrees to purchase from WorldCom the 3Com NAS equipment at the COBRA prices specified in Exhibit 4 to this Schedule. Other terms and conditions of such purchase will be set forth in a separate agreement between the parties, which shall be negotiated in good faith during the thirty (30) days following the Schedule Effective Date. The parties further agree to negotiate in good faith other purchases by Vendor of additional spare parts, EF&I services, and/or maintenance/support services; provided that Vendor shall not be obligated to make such purchases from WorldCom.
5. With respect to spare parts for ANS Virtual COBRA ports (if any), WorldCom will provide Qwest with WorldCom-owned spare parts in advance, in accordance with a reasonable, mutually agreed-upon sparing solution. As needed, Qwest may use these spare parts to replace original parts for ANS Virtual COBRA ports, and upon such use title to such spare parts shall pass to Qwest. Such transfer of title and Qwest's use of the spare part shall occur on an even exchange basis for no charge; provided that Qwest notifies WorldCom of such use and promptly ships the original part to WorldCom. In the event the original part is not received by WorldCom within fifteen (15) business days from the date the spare part is first used by Qwest, Qwest shall reimburse WorldCom for the list price of the spare part used. Upon receipt, title to the original part shall transfer to WorldCom. This Subpart I(5) shall apply only with respect to spares for parts listed on Exhibit 4. Vendor shall be responsible for purchasing from third parties all ancillary NAS-related spare equipment (e.g., cabinets, cabling, DSX panels, etc.).
- J. Applicable Tariffs.
1. Vendor's General Exchange and applicable Tariffs shall apply as appropriate. Vendor represents that such General Exchange and applicable Tariffs are not materially inconsistent with the terms and conditions of this Schedule or the Agreement.
2. In the event that Vendor is required to make any tariff filings for the COBRA Services provided under this Schedule, Vendor agrees to provide WorldCom with a draft of such tariff filing for WorldCom's review and comment prior to such filing. Vendor agrees to afford WorldCom a reasonable period of time to conduct

such review (but no less than ten (10) days), and to incorporate or otherwise address any reasonable modifications requested in writing by WorldCom into such tariff filing. Should any tariff filing made by Vendor (or tariff approved by the applicable governing body, to the extent that such approved tariff differs from Vendor's submittal) with respect to the COBRA Services be materially inconsistent with or contrary to the terms and conditions of the Agreement or this Schedule, WorldCom may, at its option, terminate the affected COBRA Services without any termination charges or other liability by providing Vendor with written notice specifying a transition period (ending between one (1) and six (6) months from the date of WorldCom's termination notice), which shall be conducted pursuant to Section 2.3 of the Agreement. Such option to terminate must be exercised by WorldCom within thirty (30) days after tariff approval by the applicable governing body.

K. Applicable Service Term and Early Termination Liabilities.

1. This Schedule shall remain in effect until the expiration of the Second Commitment set forth in Subpart I above and the deactivation or transition of the COBRA Ports during the subsequent six (6) month transition period.

2. [Reserved]

3. Except as otherwise provided in the Agreement or this Schedule (including without limitation the deactivations and moves conducted pursuant to Subpart I above), if WorldCom cancels a given COBRA Port prior to the expiration of the First Commitment, or if WorldCom cancels a given COBRA Port retained by WorldCom to meet the Second Commitment prior to the expiration of the Second Commitment, WorldCom shall pay an early termination charge for such COBRA Port equal to the number of months remaining until the expiration of its Port Term, times the applicable Monthly Fee set forth in Subpart D(1), times the applicable termination percentage(s) based upon the number of months that such COBRA Port was in service (based on the COBRA Port installation or billing start date, whichever is earlier) in accordance with the following table:

Months in Service	Termination Percentage
0 - 36	100%
37 - 60	75%
61 - 84	50%
84 +	0%

4. Any COBRA Port and any ANS Port that WorldCom cancels and for which it pays a termination charge (as set forth in Subpart K(3) above or in the Uniform Access Services Schedule, as applicable) shall continue to count towards WorldCom's satisfaction of the First and Second Commitments set forth in Subpart I above.
5. In the event that WorldCom cancels any Firm Order prior to activation, WorldCom shall reimburse Vendor for its costs (incurred through the date of termination) that relate to such terminated Firm Order, including but not limited to restocking charges and reasonable time and materials charges.
6. WorldCom shall pay Vendor \$75,100,000 for termination liability charges related to 150,000 ports associated with WorldCom's DAN COBRA Ports, ANS Ports and ANS COBRA and Virtual COBRA Ports. WorldCom shall pay Vendor \$75,100,000 in two tranches, the first tranche, in the amount of \$19 million, shall be due and payable on or before July 3, 2001, and the second tranche, in the amount of \$56,100,000 million, shall be due and payable on or before June 30, 2002.

L. Migration of Legacy FPN Capacity.

1. WorldCom may elect to migrate ANS Ports to the COBRA architecture in accordance with one of the three following options:
- a. COBRA (\$24/port): Vendor shall purchase from WorldCom the 3Com NAS equipment specified in Exhibit 4 at the COBRA prices specified therein. Vendor shall be responsible for purchasing from

third parties all ancillary NAS-related equipment and services (e.g., cabinets, cabling, DSX panels, rack/stack services, etc.).

- b. Virtual COBRA (\$22/port): Vendor shall purchase from WorldCom the 3Com NAS equipment specified in Exhibit 4 for \$1 per major part or component. Vendor shall be responsible for purchasing from third parties all ancillary NAS-related equipment and services (e.g., cabinets, cabling, DSX panels, rack/stack services, etc.). In no event is Vendor authorized to purchase NAS Equipment at such \$1 rates for any purpose other than to provide an additional COBRA Port to WorldCom in connection with this Schedule. Upon the expiration, termination, or cancellation of Virtual COBRA ports as provided in this Schedule, WorldCom shall have the right to repurchase the NAS Equipment sold to Vendor for \$0.50 per major part or component.

- c. Virtual COBRA (\$17.50/port): Same as the Virtual COBRA (\$22/port) option; provided that (i) WorldCom pays Vendor a one-time fee of \$3.2 million ("Buy-Down Fee") upon making such election; and (ii) such option is limited to 15,000 ANS Ports to be converted at this reduced rate.

2. The parties acknowledge that the migration of the ANS Ports provided by Vendor and/or its affiliates to WorldCom under the ANS Port Schedule in connection with the FPN may require the installation of certain equipment and facilities. Contingent upon the availability of such equipment and facilities, the migration of the ANS Ports to the COBRA Services shall follow a commercially reasonable, mutually agreed-upon migration schedule. Successful migration of any portion of such ANS Ports shall be deemed to have occurred when the replacement COBRA Services are provided to and accepted by WorldCom pursuant to Subpart E above. Vendor agrees that, to the fullest extent possible, all existing telephone numbers shall be preserved in the migration to the COBRA Services; provided that Vendor shall provide WorldCom with at least thirty (30) days prior written notice in the event that Vendor is unable to preserve an existing telephone number in connection with such migration to the COBRA Services.

3. Vendor agrees that any termination charges associated with Vendor's or its affiliates' services that result from the migration of the ANS Ports to the COBRA Services either shall be waived by Vendor or its affiliates, or (if paid by WorldCom) shall be credited against Vendor's invoices for the COBRA Services. Upon conversion, the converted ANS Ports shall be deemed to be COBRA Ports for purposes of this Schedule.

Counterparts. This Schedule may be executed in several counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

- N. Prior Agreement. This Schedule (along with the Agreement and any exhibits hereto) shall supersede the following prior agreements: (i) COBRA Service Schedule between UUNET Technologies, Inc. ("UUNET") and Vendor, dated August 28, 2000; and (ii) the agreement between UUNET and U S WEST Communications, Inc. (a predecessor entity to Vendor) for remote dial access services, entitled U S WEST Network Services Agreement General Terms and Conditions for Signaling System 7 Gateway Service / Central Office-Based Remote Access Service, dated December 30, 1998 (CDS-980819-0115) ("Prior COBRA Agreement").

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed by their respective authorized representatives.

MCI WORLDCOM NETWORK SERVICES, INC.

By: 

Printed Name: SCOTT SULLIVAN

Title: CHIEF FINANCIAL OFFICER

Date: 6/29/01

QWEST CORPORATION

By: 

Printed Name: ARASHIN MOHEBBI

Title: PRES. & C.O.O.

Date: 6/29/01

UUNET/QWEST COBRA SERVICE SCHEDULE: EXHIBIT 2							
Lucent T1+DC TNT (Fully-Loaded @ 480 Ports + 1 extra/free T1 Slot Card)							
Price excludes shipping, insurance, and taxes, which are the responsibility of Qwest							
Special Quantity Discount				82.0%			
Part No.	Qty.	List Unit Price	List Ext. Price	Disc. (%)	Unit Disc. Price	Disc. Ext. Price	
TNT-2DC-H	1	\$ 25,750	\$ 25,750	82.0%	\$ 4,635	\$ 4,635	
TNT-SL-48MODV3-S-C	10	\$ 27,600	\$ 276,000	82.0%	\$ 4,968	\$ 49,680	
TNT-SL-HDLC2	1	\$ 9,600	\$ 9,600	82.0%	\$ 1,728	\$ 1,728	
TNT-SL-CT1	3	\$ 9,200	\$ 27,600	82.0%	\$ 1,656	\$ 4,968	
TNT-SL-CT1	1	\$ 9,200	\$ 9,200	100.0%	\$ -	\$ -	
TNT-SO-FR	1	\$ 4,000	\$ 4,000	82.0%	\$ 720	\$ 720	
TNT-SO-ISDN	1	\$ 4,000	\$ 4,000	82.0%	\$ 720	\$ 720	
TNT-SO-L2TP	1	\$ 7,000	\$ 7,000	82.0%	\$ 1,260	\$ 1,260	
Total TNT Price			\$ 363,150			\$ 63,711	
Qwest Purchase Commitment (# TNTs)				300			
Qwest Purchase Commitment (Total \$)				\$ 19,113,300			

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CONFIDENTIAL

EXHIBIT 3
WorldCom/QWEST 3COM COBRA EQUIPMENT SPECIFICATIONS
Rev. 3 (6/27/01) - DRAFT

Access Types

WorldCom end-users will access the COBRA service via analog modem or ISDN on the ingress (incoming) port side. The ingress circuit will be a PRI ISDN (unless other telecom facilities (e.g., channelized T1) are agreed to by WorldCom for a given site). The equipment will aggregate the traffic and provide an egress (or outgoing) port connection to DS3 or DS1 egress circuits connecting to WorldCom Network facilities, which will be provided by WorldCom via third-party telecommunications providers or ordered separately from Qwest, in WorldCom's discretion.

Design Summary

The 3Com Total Control Modem Chassis functions as the Network Access Server ("NAS"). One modem chassis can support up to fourteen (14) HiPerDSP cards, with each HiPerDSP card being able to support one T1 PRI. Each cabinet can support up to four (4) modem chassis, for a total of 56 HiPerDSP cards per cabinet or 1,344 modems (1,288 usable ports). Dial traffic is passed to the Cisco Ethernet switch which is connected to the egress aggregator (the Cisco 7206 egress aggregator).

The 3Com Total Control management chassis is used for authentication, data collection, and management of the dial equipment in the cabinet. The management chassis has an analog modem card for Out-of-band (OOB) access that is used during the initial configuration of the equipment and for troubleshooting if access is not available via the egress circuit(s). The physical demarcation point for the equipment is the egress port of the Cisco 7206 egress aggregator.

COBRA Out-of-Band Management Network

Initial configuration and emergency maintenance of the 3Com and Cisco equipment is performed by WorldCom via analog telephone line and modem. This is called out-of-band ("OOB") access. As part of the COBRA service and without additional charge, the LEC will provide a dedicated analog phone line for each OOB modem installed in a given cabinet.

OOB access is not the preferred method for accessing the equipment because it is slower than IP. OOB access is used initially to configure the equipment and permit activation of the first egress circuit. After the first egress circuit is activated, the remaining equipment configuration and code downloading typically is done via IP through the egress circuit.

Circuit Configuration

All circuit configurations required at the NAS are the sole responsibility of WorldCom. Rotaries cannot be mixed within a single modem chassis. The parameters of circuit translation options required by WorldCom are:

- PRI
- FAS
- B8ZS/ESF
- 40 DID numbers per rotary
- 5ESS hunting (GUCD or LUCD; DMS hunting Forward Circular Sequential)
- DNIS enabled using 10 digit out pulsing
- Sequential Circuit IDs (where possible)

3Com Total Control Equipment Configuration

Each Total Control unit is called a chassis. There are up to four (4) modem chassis and one (1) management chassis installed in each cabinet. All shelves will be wired, independent of whether they are populated.

The modem chassis are dedicated to housing modems, with each chassis being able to support up to fourteen (14) HiPerDSP cards. Each HiPerDSP card terminates one (1) T1 PRI.

The management chassis is dedicated to housing cards required to manage the equipment in the cabinet. The management chassis is responsible for data collection, authentication, domain name service and out-of-band management to all of the equipment in the racks. Within the management chassis is a 3Com EdgeServer card. This card contains WorldCom proprietary software. In the event the EdgeServer needs to be replaced, WorldCom will need to re-install this proprietary software. Remote hands & eyes assistance may be required from a LEC technician.

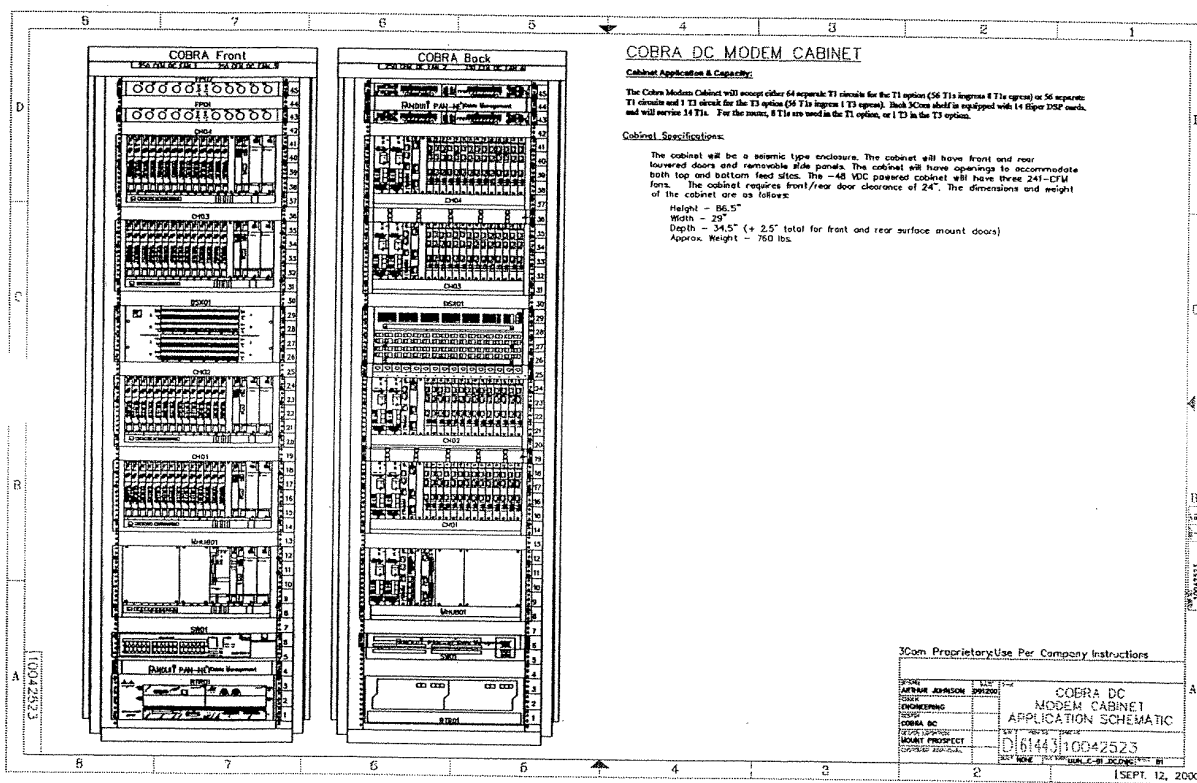
With the COBRA service, WorldCom is responsible for providing configuration and management of the equipment in the racks. The LEC is responsible for all COBRA equipment sparing.

Provisioning, test, and acceptance of the egress circuits are WorldCom's responsibility, unless such egress circuits are ordered by WorldCom from the LEC. Provisioning, test, and acceptance of the ingress circuits will be the joint responsibility of WorldCom, configuring the 3Com equipment, and the LEC, configuring the switch side.

Site Environmentals/Specifications

Footprint:	Footprint should be 3' deep X 2' wide for each rack, and accommodate a height of 7 feet and a weight of 750 lbs.
Electrical:	Redundant 30 amp DC feeds to each relay rack to be connected to Hendry fuse panels.
Flooring:	Raised computer floor preferred provided under-floor ventilation is present, otherwise slab floor is acceptable. First floor location preferable. Floor loading requirements are 100 lbs. Per sq. foot.
Telephone:	Each cabinet may have a maximum of 56 T1s (PRI ISDN) connected to the cabinet, and one (1) POTS line for OOB mgmt., and one or more DS3 or DS1 egress circuits to the egress aggregator.
Environmental:	Room temperatures maintained between 55-75 degrees F. is required. Facility must provide a virtually dust-dirt free environment for rack location. Cabinets should not be placed within 2 feet of any heating or air conditioning vents and or ducts or located in the proximity of automated sprinkler heads.
Grounding:	Cabinets must be grounded at facility. Any facility with a grounding ring must ground rack to facility grounding ring.

Cabinet Configuration (see attached diagram)



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EXHIBIT 4: Qwest ANS COBRA Pricing: 3Com Total Control Equipment Configuration (6/27/01)

3Com TC/DC (HDM) CONFIGURATION (336 modem ports per chassis)

Part No.	Description	Qty.	Virtual COBRA Price (US\$)	COBRA Price (US\$)
3C0504776-00	Total Control DC Mgmt. Chassis (per cabinet/rack of 4 modem chassis)	1	\$ 1	\$ 3,999
003468-00	TCH Dual 130A/DC Power w/ HiPerNMC Card Set	1	Included	Included
003802-01	EdgeServer OverDrive, 256mb, 2x2GB HD	1	Included	Included
003281-00	16 port Serial NIC	1	Included	Included
001893-00	Pentium Pro Processor	1	Included	Included
002157-01	Dual 10/100 Base T Ethernet N/C	1	Included	Included
000848-12	Quad Analog Digital Modem Card Set	1	Included	Included
003458-00	TCH Dual 130A/DC Power w/ HiPerNMC card set (per modem chassis)	1	\$ 1	\$ 1,999
002108-01	HiPerARC Card Set (Ethernet) (per modem chassis)	1	\$ 1	\$ 1,999
002092-00	HiPerDSP Card Set (24 ports/card) (per modem chassis)	14	\$ 14	\$ 30,870
Cisco 7206N/XR	Cisco 7206 DC VXR (per 8 modem chassis) (T3 or 8xT1 card)	1	\$ 1	\$ 21,999
WS-C2924M-XL-EN-DC	Cisco 24-port DC NEBS switch	1	\$ 1	\$ 2,967
WCOM COBRA SW	WCOM 3Com-TC Custom Software Bundle (WCOM use only)	1	N/C	N/C
Total System Price	(1 modem chassis per cabinet)		\$ 19	\$ 63,833
Total System Price	(2 modem chassis per cabinet)		\$ 36	\$ 98,701
Total System Price	(3 modem chassis per cabinet)		\$ 51	\$ 133,569
Total System Price	(4 modem chassis per cabinet)		\$ 67	\$ 168,437

Pricing Notes

1. Average Lucent TNT COBRA price = \$132.73 per port (\$63,711/480). Average 3Com COBRA price (3 modem chassis) = \$132.51 per port (\$133,569/1008)
2. Virtual COBRA pricing (\$1/port) valid only for RAS Equipment purchased by Qwest for use directly in support of WCOM's purchase of Virtual COBRA services from Qwest
3. Prices are exclusive of E&I hardware and services (e.g., cabinets/racks, panels, cables, QOB mgmt devices, ancillary components, rack/stack services, and site preparation, engineering, and installation services and materials), which are the responsibility of Qwest
4. Cisco 7206 may use DS3, 4xDS1, or 8xDS1 cards (depending on egress capacity requirements from a given site)
5. Prices are exclusive of shipping, insurance, taxes, and duties, which are the responsibility of Qwest

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Exhibit A - 3Com Pricing

3Com

EXHIBIT 4: QwestANS COBRA Pricing: 3Com Total Control Equipment Configuration (6/27/01)					
3Com TC/DC (HDM) CONFIGURATION (336 modem ports per chassis)					
Part No.	Description	Qty.	Virtual COBRA Price (US\$)	COBRA Price (US\$)	
3C0504776-00	Total Control DC Mgmt. Chassis (per cabinet/rack of 4 modem chassis)	1	\$	1 \$	3,999
003458-00	TCH Dual 130ADC Power w/ HiPerNMC Card Set	1	Included	Included	Included
003802-01	EdgeServer OverDrive, 256mb, 2x2GB HD	1	Included	Included	Included
003281-00	16 port Serial NIC	1	Included	Included	Included
001893-00	Pentium Pro Processor	1	Included	Included	Included
002157-01	Dual 10/100 Base T Ethernet NIC	1	Included	Included	Included
000849-12	Quad Analog Digital Modem Card Set	1	Included	Included	Included
003458-00	TCH Dual 130ADC Power w/ HiPerNMC card set (per modem chassis)	1	\$	1 \$	1,999
002106-01	HiPerARC Card Set (Ethernet) (per modem chassis)	1	\$	1 \$	1,999
002092-00	HiPerDSP Card Set (24 ports/card) (per modem chassis)	14	\$	14 \$	30,870
Cisco7206VXR	Cisco 7206 DC VXR (per 8 modem chassis) (T3 or 8xT1 card)	1	\$	1 \$	21,999
WS-C2924M-XL-EN-DC	Cisco 24-port DC NEBS switch	1	\$	1 \$	2,967
WCOM COBRA SW	WCOM 3Com-TC Custom Software Bundle (WCOM use only)	1	N/C	N/C	N/C
Total System Price	(1 modem chassis per cabinet)		\$	19 \$	63,833
Total System Price	(2 modem chassis per cabinet)		\$	35 \$	98,701
Total System Price	(3 modem chassis per cabinet)		\$	51 \$	133,569
Total System Price	(4 modem chassis per cabinet)		\$	67 \$	168,437
Pricing Notes					
1. Average Lucent TNT COBRA price = \$132.73 per port (\$63,711/480). Average 3Com COBRA price (3 modem chassis) = \$132.51 per port (\$133,569/1008)					
2. Virtual COBRA pricing (\$1/part) valid only for RAS Equipment purchased by Qwest for use directly in support of WCOM's purchase of Virtual COBRA services from Qwest					
3. Prices are exclusive of E&I hardware and services (e.g., cabinets/racks, panels, cables, OOB mgmt devices, ancillary components, rack/stack services, and site preparation, engineering, and installation services and materials), which are the responsibility of Qwest					
4. Cisco 7206 may use DS3, 4xDS1, or 8xDS1 cards (depending on egress capacity requirements from a given site)					
5. Prices are exclusive of shipping, insurance, taxes, and duties, which are the responsibility of Qwest					

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3/14/2005

Qwest TNT T1 Config.081600a

UNNET/QWEST COBRA SERVICE SCHEDULE: EXHIBIT 2

Lucent/T1+DC/TNT (Fully Loaded @ 480 Ports + 1 extra/free T1 Slot Card)

Price excludes shipping, insurance, and taxes, which are the responsibility of Qwest.

Special Quantity Discount						82.0%	
Part No.	Qty.	List Unit Price	List Ext. Price	Disc. (%)	Unit Disc. Price	Disc. Ext. Price	
TNT-2DC-H	1	\$ 25,750	\$ 25,750	82.0%	\$ 4,635	\$ 4,635	
TNT-SL-48MODV3-S-C	10	\$ 27,600	\$ 276,000	82.0%	\$ 4,968	\$ 49,680	
TNT-SL-HDLC2	1	\$ 9,600	\$ 9,600	82.0%	\$ 1,728	\$ 1,728	
TNT-SL-CT1	3	\$ 9,200	\$ 27,600	82.0%	\$ 1,656	\$ 4,968	
TNT-SL-CT1	1	\$ 9,200	\$ 9,200	100.0%	\$ -	\$ -	
TNT-SO-FR	1	\$ 4,000	\$ 4,000	82.0%	\$ 720	\$ 720	
TNT-SO-ISDN	1	\$ 4,000	\$ 4,000	82.0%	\$ 720	\$ 720	
TNT-SO-L2TP	1	\$ 7,000	\$ 7,000	82.0%	\$ 1,260	\$ 1,260	
Total TNT Price			\$ 363,150			\$ 63,711	
Qwest Purchase Commitment (# TNTs)							300
Qwest Purchase Commitment (Total \$)						\$ 19,113,300	

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3/14/05

Page 1

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EXHIBIT 30